The lower court granted an injunction restraining the defendant from soliciting the business, but not from receiving the laundry, of the plaintiff's customers. The plaintiff appealed, contending that the defendant should be restrained from receiving laundry from the plaintiff's customers. *Held,* the decision of the trial court should be affirmed. *New Method Laundry Co.* v. *MacCann,* (Calif. 1916) 161 Pac. 990.

An express agreement not to use business secrets, which an employee has learned, is not necessary in order to grant equitable relief. *Stevens & Co.* v. *Stiles,* 29 R. I. 399, 71 Atl. 802, 20 L. R. A. N. S. 933; *MacBeth-Evans Glass Co.* v. *Schnelbach,* 239 Pa. 76, 86 Atl. 688. The ground of the jurisdiction is to prevent a breach of the trust and confidence necessary between employer and employee. In *Empire Steam Laundry Co.* v. *Lozier,* 165 Cal. 95, 130 Pac. 1180, 44 L. R. A. N. S. 1159, the same court held, in a case precisely similar, that the defendant should be restrained from soliciting or receiving laundry from the plaintiff's customers. The decree in this case has been criticized as being too broad. See 1 CAL. L. REV. 385. It is possible that even the decree in the principal case might be said to be too broad. There are some well considered cases which hold that an employee may solicit his former employer's customers so long as he does so in a fair manner. *Grand Union Tea Co.* v. *Dodds,* 164 Mich. 50, 128 N. W. 1090, 31 L. R. A. N. S. 260; *Robb* v. *Green,* [1895]2 Q. B. 1. This doctrine seems just, for it puts the employee under no disability to earn a living because of his former employment. There are, however, decisions in which injunctions have been granted, quite as sweeping in extent as in the principal case. *People's Coat, Apron & Towel Co.* v. *Light,* 157 N. Y. Supp. 15; *Stevens & Co.* v. *Stiles,* supra.

MARRIAGE—UNCLE AND NIECE.—The defendant and her uncle were domiciled in the state of Maryland where there was a statute which forbade a marriage between uncle and niece and declared it to be void. They went to Rhode Island and were married, the marriage being valid there. They came back to Maryland and the husband died soon after, leaving most of his property to the defendant. The plaintiff, a nephew of the husband, sued to have the marriage declared null and void. *Held,* that the marriage being valid in Rhode Island was valid in Maryland—at least could not be questioned after the death of one of the parties. *Fensterwald* v. *Burk* (Md. 1916) 98 Atl. 358.

The general rule is that a marriage valid at the place where performed is valid everywhere. *Sutton* v. *Warren,* 10 Met. (Mass.) 451; *Harrison* v. *Harrison,* 22 Md. 468. To this rule it has been held there are two exceptions: the first a marriage which is regarded as incestuous or contrary to the laws of God and Christendom; the second a marriage which is contrary to a settled state policy and prohibited by statute. *Pennegar* v. *State of Tennessee,* 87 Tenn. 244, 2 L. R. A. 703. It is universally held that a marriage between parties in the lineal descending or ascending line or between brother and sister is incestuous and contrary to the laws of God. STORY, CONFLICT OF LAWS, 113, 114. There is more difference of opinion as to marriages between

uncle and niece, parties in the third degree of relationship. Their marriage is not generally regarded as being incestuous and void on that ground. *Bowers* v. *Bowers,* 10 Rich. Eq. (S. C.) 551; *Weisberg* v. *Weisberg,* 98 N. Y. Supp. 260. In *Weisberg* v. *Weisberg* a marriage between an uncle and niece was declared valid, the parties having lived together fourteen years. There was at that time no statute against such a marriage in New York. It is now forbidden in practically every state in the Union. PECK, DOM. REL. 2. Although such a marriage is forbidden and declared void in some states, courts of many such states will uphold its validity, if it is valid where performed, as not being contrary to a settled state policy and affecting good morals. *Harrison* v. *Harrison,* supra; *Schofield* v. *Schofield,* 51 Pa. Super. Ct. 564. See comment on this case in 61 UNIV. OF PA. LAW REV. 490. Contra, *Hayes* v. *Rollins,* 68 N. H. 191. In the case of *United States* v. *Rodgers,* 109 Fed. 886, a wife who was the niece of her husband naturalized here was refused admission to this country, the court holding such a marriage to be shocking to the moral sense and contrary to the policy of Pennsylvania laws. The fact that the parties have gone outside of the jurisdiction to marry in order to evade the laws of the state of their domicile has been held to make no difference. *Schofield* v. *Schofield,* supra.

POWERS—EFFECT OF COVENANT TO APPOINT.—A decedent, having an equitable estate for life, had power to make such disposition of the estate "for the benefit of himself and his children, by a last will and testament, or by an appointment in the nature of a last will and testament, as he may desire." In 1905 he made a will in which he appointed $25,000.00 to the defendant in pursuance of a covenant that in consideration of $5,000.00 he would execute such appointment by an irrevocable will. Later he made a new will in which the power was executed in a manner inconsistent with the provisions of the contract. *Held* that the covenantee was not entitled to specific performance, and since the appointees received nothing that was the property of the donee, there was nothing in their hands that equity could charge with a trust. *Farmer's Loan & Trust Co.* v. *Mortimer,* (N. Y. 1916) 114 N. E. 389.

Equity will not enforce specific performance of a covenant which the donee of a testamentary power makes to the effect that he will appoint in favor of certain objects, if he later makes appointments valid otherwise but inconsistent therewith. *In Re Parkin,* [1892] 3 Ch. 510; *In Re Bradshaw,* [1902] 1 Ch. 342; *Wilks* v. *Burns,* 60 Md. 64. But if an appointment is made in accordance with a prior contract, the fact that the donee is benefited by preventing a liability for breach arising, does not make the appointment bad. *Coffin* v. *Cooper,* 2 Dr. & Sm. 367; *Palmer* v. *Locke,* 15 Ch. D. 294. The reason underlying the rule is that to grant specific performance would enlarge a testamentary power into a power which could be exercised by deed, which would defeat the intention of the donor. *Reid* v. *Boushall,* 107 N. C. 345. Where one had an inchoate power to appoint by deed upon reaching a certain age, a covenant to appoint, made prior to attaining the prescribed age, was enforced by equity as a defective execution in *Johnson* v. *Touchet,* 37 L. J. R.